# BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date: <u>September 20, 2006</u>	Division: Administrative Services
Bulk Item: Yes No 🗌	Department: Grants Administration
Center for Mental Health for the Monroe Cou	for the Mayor to execute a contract with the Car- unty Jail Incarceration Program, using funds ouse Treatment Grant, for the period from Sept 1,
	nt funding is provided by the Florida Dept. of Lave Abuse Treatment Grant Program for inmates in onths remaining on their sentences.
	Approval to apply for grant funds given at June f Law Enforcement also being considered at this
CONTRACT/AGREEMENT CHANGES: CI	hanges to dates only.
STAFF RECOMMENDATION: Approval	
TOTAL COST: \$66,667.00	BUDGETED: Yes ⊠ No □
COST TO COUNTY: <u>\$16,667.00</u>	
REVENUE PRODUCING: Yes 🗌 No 🔀	AMOUNT PER MONTH YEAR
APPROVED BY:COUNTY ATTY OME	B/PURCHASING  RISK MANAGEMENT
DIVISION DIRECTOR APPROVAL:	Salvatore R. Zappula
DOCUMENTATION: INCLUDED: 🛛 TO I	V
DISPOSITION:	AGENDA ITEM #:

## MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY					
Contract with: Care Center for Mental Health	Effective Da	te: 09/01/06			
	Expiration D	Date: 08/31/07			
Contract Purpose/Description: Funds provided through FDLE Agreement for implementation of the Residential Substance Abuse Treatment Program, services provided by the Care Center for Mental Health.					
Contract Manager: David P. Owens (Name)	4482 (Ext.)	OMB/Grants Mgt. (Department)			
for BOCC meeting on 09/20/06	eeting on 09/20/06 Agenda Deadline: 09/05/06				

CONTRACT COSTS

Total Dollar Value of Contract: \$66,667.00 Current Year Portion: \$4,167.00

Budgeted? Yes X No Account Codes: 125-06019-530490-GG0709-XXXXXX

Grant: \$66,667.00

County Match: \$16,667.00

ADDITIONAL COSTS

Estimated Ongoing Costs: \$2,857.00 For: Staff support-filing reports, oversight (Not included in dollar value above) (eg. Maintenance, utilities, janitorial, salaries, etc.)

		CONTRA	CT REVIEW		
Risk Management	8406	Changes Needed Yes No	Sleevier Sheering Comilia C	ver Conghlia	Date Out 8/14/06 8/906
County Attorney  Comments:		Yes No		les )	0-8-06

OMB Form Revised 9/11/95 MCP #2

## RESIDENTIAL SUBSTANCE ABUSE TREATMENT FUNDS AGREEMENT

THIS AGREEMENT is made and entered into this <u>20<sup>th</sup></u> day of <u>September, 2006</u>, by and between MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, hereinafter referred to as "COUNTY," and The Care Center for Mental Health, hereinafter referred to as "AGENCY."

#### WITNESSETH

WHEREAS, the Florida Department of Law Enforcement has awarded a subgrant of Residential Substance Abuse Treatment Funds to the COUNTY to implement a program that provides residential substance abuse treatment services to offenders held in local correctional facilities who have at least six months and no more than twelve months of their sentence left to serve; and

WHEREAS, the County is in need of an implementing agency to provide said services under this Program; and

WHEREAS, the AGENCY is the sole provider of this program; and

WHEREAS, the COUNTY has agreed to disburse the Residential Substance Abuse Treatment Funds to the AGENCY in accordance with the COUNTY'S application for the Residential Substance Abuse Treatment Funds.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and the AGENCY agree as follows:

- 1. TERM The term of this Agreement is from September 1, 2006 through August 31, 2007, the date of the signature by the parties notwithstanding, unless earlier terminated as provided herein.
- 2. SERVICES The AGENCY will provide services as outlined in the COUNTY'S Residential Substance Abuse Treatment Sub-grant Award, attached and made a part hereof.
- 3. FUNDS The total project budget to be expended by the AGENCY in performance of the services set forth in Section 2 of this agreement shall be the total sum of \$66,667.00. The total sum represents federal grant/state sub-grant support in the amount of \$50,000.00 and local matching funds in the amount of \$16,667.00, which amount shall be provided by the county through the grant matching funds account. All funds shall be distributed and expended in accordance with the Project Budget Narrative submitted as outlined in the grant agreement.
- 4. INCORPORATION BY REFERENCE The provisions of those certain documents entitled "State of Florida Office of Criminal Justice Grants Florida Department of Law Enforcement Sub-grant Award Certificate and Application" therefor and all laws, rules and regulations relating thereto are incorporated by reference, (Attachment C).

5. IMPLEMENTING AGENCY BOUND - The AGENCY is an implementing agency under the COUNTY'S Residential Substance Abuse Treatment Program, and shall be bound by all the provisions of the documents incorporated by reference in Section 4 of this Agreement. Additionally, the AGENCY shall be bound by all laws, rules, and regulations relating to the COUNTY'S performance under the Florida Department of Law Enforcement Residential Substance Abuse Treatment Grant Program.

#### 6. BILLING AND PAYMENT

(a) The AGENCY shall render to the COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing the services rendered, the cost of the services, and all other information required by the Program Director. The original invoice shall be sent to:

Grants Administrator 1100 Simonton Street Key West, FL 33040

- (b) Payment shall be made after review and approval by the COUNTY within thirty (30) days of receipt of the correct and proper invoice submitted by the AGENCY.
- 7. TERMINATION This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party. The COUNTY shall not be obligated to pay for any services provided by the AGENCY after the AGENCY has received notice of termination. In the event there are any unused Residential Substance Abuse Treatment Funds, the AGENCY shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.
- 8. ACCESS TO FINANCIAL RECORDS The AGENCY shall maintain appropriate financial records which shall be open to the public at reasonable times and under reasonable conditions for inspection and examination and which comply with the Agreement incorporated in Section 4 of this Agreement.
- 9. AUDIT The AGENCY shall submit to the COUNTY an audit report covering the term of this Agreement, within one-hundred twenty (120) days following the Agreement's lapse or early termination and shall also comply with all provisions of the Agreement incorporated in Section 4 of this Agreement.
- 10. NOTICES Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, and sent to:

FOR COUNTY: Grants Administrator 1100 Simonton Street Key West, FL 33040 FOR PROVIDER: Dr. Michael Funk Care Center for Mental Health 1205 Fourth Street Key West, FL 33040 Either of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

- 11. UNAVAILABILITY OF FUNDS If the COUNTY shall learn that funding from the Florida Department of Law Enforcement cannot be obtained or cannot be continued at a level sufficient to allow for the services specified herein, this Agreement may then be terminated immediately, at the option of the COUNTY, by written notice of termination delivered in person or by mail to the AGENCY at its address specified above. The COUNTY shall not be obligated to pay for any services provided by the AGENCY after the AGENCY has received notice of termination.
- 12. COMPLIANCE WITH LAWS AND REGULATIONS In providing all services pursuant to this Agreement, the AGENCY shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted, and particularly Article 1, Section 3 of the Constitution of the State of Florida and Article 1 of the United States Constitution, which provide that no revenue of the state or any political subdivision shall be utilized, directly or indirectly, in aid of any church, sect or religious denomination or in aid of any sectarian institution. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement immediately upon delivery of written notice of termination to the AGENCY. If the AGENCY receives notice of material breach, it will have thirty days in order to cure the material breach of the contract. If, after thirty (30) days, the breach has not been cured, the contract will automatically be terminated.
- 13. ASSIGNMENTS AND SUBCONTRACTING Neither party to this Agreement shall assign this Agreement or any interest under this Agreement, or subcontract any of its obligations under this Agreement, without the written consent of the other.
- 14. EMPLOYEE STATUS The AGENCY is an independent contractor. Persons employed by the AGENCY in the performance of services and functions pursuant to this Agreement shall have no claim to pension, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.
- 15. INDEMNIFICATION The AGENCY agrees to hold harmless, indemnify, and defend the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the AGENCY.

#### 16. ENTIRE AGREEMENT

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any

previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed at Monroe County, Florida, on the day and year first written above.

(SEAL)	BOARD OF COUNTY COMMISSIONERS
ATTEST: DANNY L. KOLHAGE, Clerk	OF MONROE COUNTY, FLORIDA
By:	By:
Deputy Clerk	Mayor/Chairman
	Care Center for Mental Health
	By:
Witness	Title:
Witness	

MONROE COUNTY ATTORNEY APPROVED AS TO FORM:

#### **EXPENSE REIMBURSEMENT REQUIREMENTS**

This document is intended to provide basic guidelines to Human Service Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from Florida Statute 112.061.

A cover letter summarizing the major line items on the reimbursable expense request needs to also contain a notarized certified statement such as:

"I certify that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

### Data Processing, PC Time, etc.

The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

## Payroli

A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: check amount, check number, date, payee, support for applicable payroll taxes.

#### Postage, Overnight Deliveries, Courier, etc.

A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

#### Rents, Leases, etc.

A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

#### Reproductions, Copies, etc.

A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

#### Supplies, Services, etc.

For supplies or services ordered, a vendor invoice is required.

#### Telefax, Fax, etc.

A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

#### **Telephone Expenses**

A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

#### **Travel Expenses**

Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel must be submitted in accordance with Florida Statute 112.061. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Meal reimbursement is: breakfast at \$3.00, lunch at \$6.00, and dinner at \$12.00. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Mileage reimbursement is calculated at .29 cents per mile for personal auto mileage while on County business. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving form one's home to the airport for a business trip is not a reimbursable expense.

#### **Non-allowable Expenses**

The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

## ORGANIZATION LETTERHEAD

Monroe County Board of County Commissioners Finance Department 500 Whitehead Street Key West, FL 33040

,	•					
Date						
		_	summary of the exp	enses for ( <u>Organiza</u>	<u>tion name</u> ) f	or the time
	Check	; #	Payee	Reason		Amount
	101 102 104 105			Rent Utilities P/R ending 05/14/0 P/R ending 05/28/0		\$ X,XXX.XX XXX.XX XXX.XX XXX.XX
		(A)	Total			\$ X,XXX.XX
		(B)	Total prior payme	nts		\$ X,XXX.XX
		(C) (D)	Total requested ar Total contract amo Balance of contract	ount		\$ X,XXX.XX \$ X,XXX.XX \$ X,XXX.XX
that th organiz organiz	e expo zation zation	enses a . Furtl 's cont	are accurate and ir nermore, these exp ract with the Monro	een submitted to the agreement with the enses are in compliant of Control of	records of th nce with this ounty Comm	nis
Execut	ive Di	rector				
Attachi	ments	(supp	orting documentat	on)		
				is day of nally known to me.	2001	
Notary	Public	C		Notary	Stamp	

## PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

## SWORN STATEMENT UNDER ORDINANCE NO. 10-1990 MONROE COUNTY, FLORIDA

ETHICS CLAUSE
warrants that he/it has not employed, retained
or otherwise had act on his/its behalf any former County officer or employee in violation of
Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of
Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County
may, in its discretion, terminate this contract without liability and may also, in its discretion,
deduct from the contract or purchase price, or otherwise recover, the full amount of any fee,
commission, percentage, gift, or consideration paid to the former County officer or employee.
(signature)
Date:
STATE OF
COUNTY OF
PERSONALLY APPEARED BEFORE ME, the undersigned authority,
who, after first being sworn by me, affixed his/her
signature (name of individual signing) in the space provided above on this day of
, 20
. MOTARY PURITS
NOTARY PUBLIC
My commission expires:

OMB - MCP FORM #4



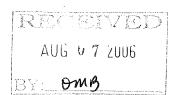
Florida Department of Law Enforcement

Gerald M. Bailey Commissioner

Office of Criminal Justice Grants

Mailing Address:
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

AUG - 3 2006



The Honorable Charles McCoy Mayor Monroe County Board of Commissioners 530 Whitehead Street Key West, FL 33040

Re:

Contract No. 2007-RSAT-MONR-1-P2-004

Dear Mayor McCoy:

The Florida Department of Law Enforcement is pleased to award a Residential Substance Abuse Treatment for State Prisoners grant in the amount of \$50,000.00 to your unit of government.

A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

Your attention is directed to the Standard Conditions of the subgrant. These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

The enclosed Certification of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

The Honorable Charles McCoy Page Two

We look forward to working with you on this project. If we can be of further assistance, please contact Martha McWilliams at 850/410-8700.

Sincerely,

Clayton H. Wilder Administrator

CHW/MKM/dh

Enclosures

# State of Florida Office of Criminal Justice Grants Florida Department of Law Enforcement 2331 Phillips Road Tallahassee, Florida 32308

## CERTIFICATION OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2007-RSAT-MONR-1-P2-004, in the amount of \$ 50,000.00, for a project entitled, MONROE COUNTY JAIL INCARCERATION PROGRAM, for the period of 09/01/2006 through 08/31/2007, in accordance with the statement of work contained in the subgrant application, and subject to the Florida Department of Law Enforcement's Conditions of Agreement and any special conditions governing this subgrant.

Signature of Subgrantee's Authorized Official			
Typed Name and Title of Official			
Typed Name and Title of Official			
Date of Acceptance			

# State of Florida Office of Criminal Justice Grants Florida Department of Law Enforcement 2331 Phillips Road Tallahassee, Florida 32308

## SUBGRANT AWARD CERTIFICATE

Subgrantee: Monroe County Board of Commissioners

Date of Award: AUG - 3 2006

Grant Period: From: 09/01/2006 TO: 08/31/2007

Project Title: MONROE COUNTY JAIL INCARCERATION PROGRAM

Grant Number: 2007-RSAT-MONR-1-P2-004

Federal Funds: \$50,000.00

**BGMTF Funds:** 

State Agency Match:

Local Agency Match: \$ 16,667.00

Total Project Cost: \$66,667.00

Program Area: 0001: Residential Substance Abuse Treatment

Award is hereby made in the amount and for the period shown above of a grant under Title IV of the Violent Crime Control and Law Enforcement Act of 1994, P.L 103-322, as amended, to the above mentioned subgrantee and subject to any attached standards or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 103-322, as amended.

## SUBGRANT AWARD CERTIFICATE (CONTINUED)

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certification of Acceptance/ Request for Payment is returned to the department.

Authorized Official
Clayton H. Wilder
Administrator

8-3-06

Date

<sup>( )</sup> This award is subject to special conditions (attached).

Florida Department of Law Enforcement Residential Substance Abuse Treatment

## Subgrant Recipient

Organization Name: Monroe County Board of Commissioners

County: Monroe

**FEID OR SAMAS:** 596000749

## **Chief Official**

Title:

Title:

Name: Charles McCoy

Mayor Address: 530 Whitehead Street

City: Key West

State: FL Zip: 33040

Phone: 305-292-3430 Ext:

Fax: 305-292-3577

Suncom:

Email: boccdis3@monroecounty-fl.gov

## **Chief Financial Officer**

Name: Danny Kolhage Clerk

Address: 500 Whitehead Street

City: Key West

State: FL Zip: 33040

Phone: 305-292-3550 Ext:

Fax:

305-295-3663 Suncom:

Email: dkolhage@monroe-clerk.com

Application Ref #

2007-RSAT-20

Contract

2007-RSAT-MONR-1-P2-004

Florida Department of Law Enforcement Residential Substance Abuse Treatment

## Seaton 1-20mmeterio:

## **Implementing Agency**

Organization Name: Monroe County Board of Commissioners

County: Monroe

**FEID OR SAMAS**: 596000749

**Chief Official** 

Name: Charles McCoy

Title: Mayor

Address: 530 Whitehead Street

City: Key West

**State**: FL **Zip**: 33040

Phone: 305-292-3430 Ext:

**Fax:** 305-292-3577

Suncom:

Email: boccdis3@monroecounty-fl.gov

**Project Director** 

Name: David Owens

Title: Grants Administrator

Address: 1100 Simonton Street

City: Key West

**State:** FL **Zip:** 33040

Phone: 305-292-4482 Ext:

Fax: 305-292-4515

Suncom:

Email: owens-david@monroecounty-fl.gov

Florida Department of Law Enforcement Residential Substance Abuse Treatment

## **General Project Information**

**Project Title:** 

MONROE COUNTY JAIL INCARCERATION PROGRAM

**Project Sequence No:** 

Subgrant Recipient: Implementing Agency: Monroe County Board of Commissioners Monroe County Board of Commissioners

**Project Start Date:** 

9/1/2006

End Date: 8/31/2007

**Problem Identification** 

N/A (as specified in instructions)

## **Project Summary**

The Jail Incarceration Program is an in house substance abuse treatment program. It began in 1997, funded by a Byrne Grant, and has served approximately 900 inmates with an overall recidivism rate of thirty-five per cent compared to a seventy per cent recidivism rate for the jail. It provides the administrative and case management services as mandated by Florida Administrative Code 10-E16.

Under the RSAT grant, the program has been expanded and enhanced. This year, the program will serve approximately 190 inmates. The inmates (male) are housed in a separate dorm with its own recreation area. All the inmates in the program are screened to determine special needs. They have liaison and advocacy to help them get treatment in JIP or another appropriate program. All participants have individualized treatment plans that plan are reviewed monthly and adjustments are made if needed. The program includes special counseling in anger management. domestic abuse, parenting classes, conflict resolution, grief work, life skills, and job skills. Inmates are screened and referred for mental health counseling, educational and/or vocational training. transitional housing, aftercare, work release, and medical assistance. This helps increase success in the recovery process and decreases the criminal activity associated with substance abuse.

Referrals will be made for inmates that need English as a second language, literacy skill improvements, and GED classes. Life Skills will address how to find a place to live, how to open a bank account, how to make a budget, and basic nutrition. Job Skills will address how to look for work, fill out a job application, interview, and obtain a job (work release if possible). All inmates will create a resume to take with them. Educational assistance will be given, providing basic communication skills, computer literacy, and how to mentor. The Substance Abuse counseling will continue in its present form. The emphasis on cognitive behavioral therapy and rational emotive therapy (RET) is its backbone. The twelve-step approach, life skills, art/music therapy, and group therapy provide a well-rounded approach.

Last year the program, "Touchstones" was added. Touchstones discussion groups are aimed at developing verbal skills, active listening, using evidence to support an opinion and the development of careful, respectful and yet critical consideration of the opinions of others. Its central purpose is to enable people who are products of a technological world to become responsible, thoughtful inhabitants of that world. The texts are chosen from Western classical thought because they are characteristically abstract and impersonal and allow the group to bring their own experience to bear. Touchstones is selected as an adjunct to therapy to see if the inmates could follow the arguments of the reading, present their own ideas in a logical fashion and deal with conflict in a dialectical

Application Ref #

2007-RSAT-20

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Contract -RSAT-MONR- - -

Florida Department of Law Enforcement Residential Substance Abuse Treatment

manner rather than using old patterns of behavior involving unsubstantiated opinions reinforced by acting out behavior. From a therapeutic point of view, it is an excellent way to reduce aggression and expand cognitive skills.

There are no barriers to admission because of co-occurring disorders, spanish-only speaking, learning disabilities, or illiteracy. There are videos, books on tape, and bi-lingual staff to assist clients.

The Detention center continues to operate a farm and petting zoo that is maintained by inmates in JIP. It is very therapeutic to work with the animals and to give something while getting no tangible reward. This is a concept new to many of the inmates.

Treatment is a minimum of six months with the possibility of lasting one year. Aftercare is six months and is provided by the Care Center for Mental Health in Key West.

#### Objectives

The number of inmates expected to complete the program is 100.

It is also projected that:

70% of the inmates served will complete an Aftercare Program.

97% of the inmates served in the program will remain drug free while participating.

70% of the inmates in the aftercare program will not test positive for drugs/alcohol.

75% of the inmates will not violate probation during aftercare and

70% of the inmates served will not return to jail during the first year after release.

The program will have administrative coordinator who also serves as a counselor. There will be two additional full-time counselors and two part-time counselors. All staff will have a strong background in substance abuse counseling with appropriate certification or work towards certification. Staff expertise has a direct impact on the program efficiency.

Random drug testing is conducted weekly with all inmates being tested at random. The program coordinators further evaluate the program's effectiveness by tracking the inmates who have completed the program through probation and checking for any new arrests in Monroe County and nationwide. For recidivism purposes, a sample of the program's inmates is compared to a random sample of inmates who received no treatment.

The Program Coordinators will review all the testing and screening of the inmates and make the final selection of appropriate inmates to participate in JIP.

Additional programs available to participants include "Street Smarts," an HIV/AIDS prevention program, and "Healthy Heart," a diet, nutrition, blood pressure and health program.

Aftercare priority is given by the Care Center for Mental Health, in Key West, not funded by RSAT.

Application Ref#

2007-RSAT-20

Florida Department of Law Enforcement Residential Substance Abuse Treatment

### General Performance Info:

Performance Reporting Frequency:

Quarterly

Federal Purpose Area:

0001 - Residential Substance Abuse Treatment

State Purpose Area:

0001 - Residential Substance Abuse Treatment

## **Activity Description**

Activity:

Cognitive Restructuring

**Target Group:** 

**Adult Males** 

Geographic

State of Florida

Location Type:

Jail

Address(es):

## **Monroe County Detention Center**

5525 College Road Key West, FL 33040

## **Activity Description**

Activity:

12-Step

Target Group:

**Adult Males** 

Geographic

State of Florida

Location Type:

Jail

Address(es):

## **Monroe County Detention Center**

5525 College Road Key West, FL 33040

## **Activity Description**

Activity:

Aftercare Services

Target Group:

**Adult Males** 

Geographic

State of Florida

-RSAT-MONR- - -

Location Type:

Jail

Address(es):

Application Ref# 2007-RSAT-20 Contract

Florida Department of Law Enforcement Residential Substance Abuse Treatment

## **Monroe County Detention Center**

5525 College Road Key West , FL 33040

**Activity Description** 

Activity:

Community Service

Target Group:

Adult Males

Geographic

State of Florida

Location Type:

Jail

Address(es):

**Monroe County Detention Center** 

5525 College Road Key West, FL 33040

**Activity Description** 

Activity:

**Drug Testing** 

Target Group:

Adult Males

Geographic

State of Florida

**Location Type:** 

Jail

Address(es):

**Monroe County Detention Center** 

5525 College Road Key West , FL 33040

**Activity Description** 

Activity:

**Educational Programs** 

Target Group:

Adult Males

Geographic

State of Florida

**Location Type:** 

Jail

Address(es):

**Monroe County Detention Center** 

5525 College Road

Key West, FL 33040

Application Ref#

2007-RSAT-20

Contract

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Florida Department of Law Enforcement Residential Substance Abuse Treatment

**Activity Description** Activity: **Group Counseling** Target Group: **Adult Males** Geographic State of Florida **Location Type:** Jail Address(es): **Monroe County Detention Center** 5525 College Road Key West, FL 33040 **Activity Description** Activity: Financial Management Target Group: **Adult Males** Geographic State of Florida Location Type: Jail Address(es): **Monroe County Detention Center** 5525 College Road Key West, FL 33040 **Activity Description** Activity: Impulse/Anger Control Target Group: **Adult Males** Geographic State of Florida Location Type: Jail Address(es): **Monroe County Detention Center** 5525 College Road Key West, FL 33040 **Activity Description** Activity: Job Placement

Target Group:

**Adult Males** 

Geographic

State of Florida

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Location Type:

Jail

Address(es):

**Monroe County Detention Center** 

5525 College Road Key West , FL 33040

**Activity Description** 

Activity:

Leadership Training

Target Group:

Adult Males State of Florida

Geographic Location Type:

Jail

Address(es):

**Monroe County Detention Center** 

5525 College Road Key West, FL 33040

**Activity Description** 

Activity:

Individual Counseling

Target Group:

Adult Males

Geographic

State of Florida

**Location Type:** 

Jail

Address(es):

**Monroe County Detention Center** 

5525 College Road Key West, FL 33040

**Activity Description** 

Activity:

Mental Health Counseling

Target Group:

**Adult Males** 

Geographic

State of Florida

Location Type:

Jail

Address(es):

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## **Monroe County Detention Center**

5525 College Road Key West, FL 33040

**Activity Description** 

Activity:

Mentoring

Target Group:

**Adult Males** 

Geographic

State of Florida

**Location Type:** 

Jail

Address(es):

**Monroe County Detention Center** 

5525 College Road Key West, FL 33040

**Activity Description** 

Activity:

Other Drug Treatment

**Target Group:** 

**Adult Males** 

Geographic

State of Florida

Location Type:

Jail

Address(es):

**Monroe County Detention Center** 

5525 College Road Key West , FL 33040

**Activity Description** 

Activity:

Pharmacotherapy

**Target Group:** 

Adult Males

Geographic

State of Florida

**Location Type:** 

Jail

Address(es):

**Monroe County Detention Center** 

5525 College Road Key West , FL 33040

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Florida Department of Law Enforcement Residential Substance Abuse Treatment

Name	Activity Description ————————————————————————————————————
Activity:	Parenting Training
Target Group:	Adult Males
Geographic Location Type:	State of Florida Jail
	Jali
Address(es):	
	unty Detention Center
5525 Colleg	
Key West,	FL 33040
	And the Denne Cott
Activity:	Work Activities  Activity Description
Target Group:	Adult Males
Geographic	State of Florida
Location Type:	Jail
Address(es):	
<b>Monroe Co</b> i 5525 Colleg Key West , F	
<u> </u>	Activity Description
Activity:	Therapeutic Community
Target Group:	Adult Males
Geographic Location Type:	State of Florida  Jail
Address(es):	
5525 College	Inty Detention Center
Key West , F	
- <i>'</i>	
	Objectives and Measures
Objective 0001 -	To continue to fund previously funded RSAT beds during this grant cycle.
· · · · · · · · · · · · · · · · · · ·	and the same processing the grant cycle.

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Florida Department of Law Enforcement Residential Substance Abuse Treatment

Measure:

0001

Specify the number of previously funded RSAT beds continued during this grant

cycle.

Goal:

54

Objective 0003 - To enhance RSAT treatment beds previously funded through other sources.

Measure:

0003

Specify the number of treatment beds previously funded through other sources to be

enhanced with RSAT during this grant cycle.

Goal:

0

Objective 0004 - To maintain adequate sentencing so that a minimum of 6 months and a

maximum of 12 months of residential treatment is provided to each participant during

this grant cycle.

Measure:

0004

State the anticipated average length of stay (in days) for those who will complete the

residential program during this grant cycle.

Goal:

182

Objective 0005 - To provide a minimum of six months and a maximum of 12 months of

residential treatment services to each participant during this grant period.

Measure:

0005

Specify the number of days residential treatment services are to be provided during

the grant period.

Goal:

260

Objective 0006 - To make aftercare treatment available to offenders completing the RSAT

program.

Measure:

0006

Specify the anticipated number of days aftercare will be provided to offenders

completing the RSAT program.

Goal:

130

Objective 0007 - To enroll adult male offenders into the RSAT program during the grant cycle.

Measure:

0007

Specify the anticipated number of adult male offenders who will enter the RSAT

program during the grant cycle.

Goal:

150

Florida Department of Law Enforcement Residential Substance Abuse Treatment

Objective 0011 - To enroll adult male RSAT completions into an aftercare program during this

grant cycle.

Measure: 0011

Specify the anticipated number of adult male RSAT completions to enter an aftercare

program during the grant cycle.

Goal:

70

Objective 0015 - To successfully treat RSAT paticipants enrolled in the residential program

during the grant cycle.

0015 Measure:

Specify the anticipated number of successful RSAT completions during the grant

cycle.

Goal: 100

Objective 0016 - To maintain records of offenders that dropped out of the residential program

during the grant cycle.

Measure: 0016

Specify the anticipated number of offenders who will drop out of the residential

program during the grant cycle.

Goal:

30

Objective 0017 - To maintain records of offenders that were terminated from the residential

program during the grant cycle.

Measure: 0017

Specify the anticipated number of offenders who will be terminated from the

residential program during the grant cycle.

Goal:

20

Objective 0018 - For RSAT completions to successfully complete the aftercare program.

Measure: 0018

Specify the anticipated number of RSAT completions who will successfully complete

the aftercare program during the grant cycle.

Goal:

50

Objective 0020 - To maintain a reasonable and consistent average cost per day for the RSAT

program during the grant cycle.

Measure:

State the anticipated average cost per day for the RSAT prgram during the grant

cycle.

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Goal:

366.30

Objective 0022 - For RSAT completions to remain drug-free during the residential program.

Measure: 0022

Of the number of RSAT completions, specify the anticipated number who will remain

drug-free during the residential program.

Goal:

145

Objective 0025 - To fund RSAT beds during the grant cycle.

Measure: 0025

Specify the number of RSAT beds to be funded during this grant cycle.

Goal:

54

Objective 0026 - To keep RSAT participants separate and apart from the general population of

the facility.

Measure: 0026

Specify the manner in which the RSAT participants are to be kept separate and apart

from the general population of the facility during the grant cycle.

Goal:

RSAT participants are housed in a separate dormitory within the detention center.

Objective 0027 - To provide adequate treatment activities to be carried out during the grant

period.

Measure: 0027

List the treatment activities to be carried out during the grant cycle.

Goal:

Treatments include Moral Reconation Therapy, the Touchstones program, which deals with communications skills, art and music, employment assistance, personal finance education, 12-step programs, life-skills training, grief counseling, anger

management, rational emotive therapy, and parenting classes.

Objective 0028 - To make aftercare treatment available to RSAT completions during the grant

cycle.

Measure: 0028

Specify the aftercare provider and services to be rendered during the grant cycle. If

no aftercare is provided, state the reason.

Goal: The local aftercare provider will be the Care Center for Mental Health. The program

includes relapse prevention, individual counseling, and psychiatric services.

Many clients move out of Monroe County after completing the program; arrangements are made for them to enroll in an aftercare program in their

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destination city or town.

Objective 0029 - To develop criteria to be used to assign offenders to the RSAT program.

Measure: 0029

Specify the criteria to be used to assign offenders to the RSAT program during the

grant cycle.

Goal: Criteria from the Diagnostic and Statistical Manual of Mental Disorders (specifically

DSM-IV) are used to select eligible clients. SASSI (Substance Abuse Subtle

Screening Inventory) is also utilized in the selection of clients.

Objective 0030 - To be in accordance with federal and state licensure laws.

Measure: 0030

Specify the entity issuing licensure for RSAT services rendered during the grant

cycle.

Goal: State of Florida, Department of Children and Families

Objective 0031 - To maintain notable progress throughout the life of the grant.

Measure: 0031

Specify the progress anticipated to occur in the RSAT program during the grant

cycle.

Goal: Successful completion of program.

Few or no relapses. Employment after release.

Improved attitude.

Objective 0032 - To employ an adequate number of sufficiently trained and licensed staff to

render RSAT services during the grant cycle.

Measure: 0032

Specify the title(s) and anticipated date of hire for each grant funded position to be

filled during the grant cycle.

Goal: Program Director/Counselor Sept. 1

Counselors(3) Sept. 1

Objective 0033 - To perform drug testing of all RSAT participants during the grant cycle.

Measure: 0033

Specify the frequency and type of drug testing to be performed during the grant

cycle. State the sanction imposed for positive tests.

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Goal: Random

Random urine testing will be conducted on all participants.

The sanction imposed for a positive test will be "lock-up" for thirty days and an appearance before the Judge.

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Florida Department of Law Enforcement Residential Substance Abuse Treatment

## General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant:

Quarterly

Is the subgrantee a state agency?:

SAMAS / Vendor Number: 596000749

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$50,000.00	\$16,667.00	\$66,667.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals	\$50,000.00	\$16,667.00	\$66,667.00
Percentage	74.9996	25.0003	100.0

## Project Generated Income:

Will the project earn project generated income (PGI)

No

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Florida Department of Law Enforcement Residential Substance Abuse Treatment

## **Budget Narrative:**

Salaries and Benefits:

Substance Abuse Counselors 1.85 FTE: 59,152.00

FICA @ 7.65%

4,525.00

Health Insurance @ 249.24/month

2,990.00

Total

66,667.00

Match will be provided from the Monroe County Board of County Commissioners Fine and Forfeiture Fund.

Purchasing methods will comply with all county, state, and federal requirements.

Monroe County will contract with the Care Center for Mental Health for this program.

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Florida Department of Law Enforcement Residential Substance Abuse Treatment

#### Section Questions:

Question: Identify specific sources of matching funds.

Answer: Monroe County Fine and Forfeiture Fund

Question: Indicate the Operating Capital Outlay (OCO) dollar threshold established by the

subgrantee.

Answer: 750

Question: Are indirect costs included in the budget? If so, has a copy of the subgrantee's

Indirect Cost Plan approved by the cognizant federal agency, been submitted to the

OCJG?

Indirect costs are not included. Answer:

If a contract for contractual services will be executed by the subgrantee, has a copy Question:

been received by the OCJG?

Copies have been provided in prior years, and a copy will be sent with our Answer:

application.

Question: If salaries and benefits are included in the budget, is there a net increase in

personnel?

Answer: Yes

Question: Will the project earn Program Generated Income?

Answer: No

Question: Will the applicant be requesting an advance of federal funds?

Answer: No

Florida Department of Law Enforcement Residential Substance Abuse Treatment

**Section 5: Standard Conditions** 

Insert Standard Conditions Page here.

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#### Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section and will become binding upon approval of this subgrant. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed.

All persons involved in or having administrative responsibility for the subgrant must read these conditions. This Section must be returned as part of the completed application.

#### Definitions:

"Department", unless otherwise stated, refers to the Florida Department of Law Enforcement.

"Recipient" refers to the governing body of a county that performs criminal justice functions as determined by the U.S. Secretary of the Interior, and includes an "Implementing Agency" which is a subordinate agency of a county or an agency under the direction of an elected official (for example, Sheriff).

## 1. Reports

## A. Project Progress Reports:

Regardless of whether project activities occur or not, the recipient must submit Quarterly Project Progress Reports to the Office of Criminal Justice Grants (OCJG) by February 1, May 1, August 1, and November 1 covering subgrant activities occurring during the previous calendar quarter. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Progress Reports shall be submitted.

### B. Financial Reports:

- (1) The recipient shall have the choice of submitting either Monthly or Quarterly Reimbursement Requests to the OCJG. All Reimbursement Requests are due thirty-one (31) days after the end of the reporting period. A final Reimbursement Request and a Criminal Justice Contract (Financial) Closeout Package shall be submitted to the OCJG within fortyfive (45) days of the subgrant end date. Such Reimbursement Requests shall be distinctly identified as "final".
- (2) Regardless of whether costs are incurred or not, all claims for reimbursement of recipient costs shall be submitted on the Reimbursement Request forms prescribed and provided by the OCJG. A recipient shall submit either monthly or quarterly reimbursement requests in order to report current project costs. Reports are to be submitted even when **no** reimbursement is being requested.
- (3) Before the "final" Reimbursement Request will be processed, the recipient must submit to the OCJG all outstanding project performance reports and

- must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (4) The recipient shall submit Quarterly Project Generated Income Reports to the OCJG by February 1, May 1, August 1, and November 1, covering subgrant project generated income and expenditures occurring during the previous quarter.

# C. Other Reports:

The recipient shall submit other reports as may be reasonably required by the OCJG.

# 2. Fiscal Control and Fund Accounting Procedures

- A. The recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the OCJG.
- **B.** All expenditures and cost accounting of funds shall conform to the requirements of the Office of Justice Programs' *Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments*, and those specified in the federal Office of Management and Budget (OMB) *Circulars A-21*, *A-87*, *A-110* or A-102, as applicable, in their entirety.
- **C.** All funds not spent according to this agreement shall be subject to repayment by the recipient.

# 3. Compliance with "Consultant's Competitive Negotiation Act"

The recipient, when applicable, agrees to satisfy all requirements provided in Section 287.055, F.S., known as the "Consultant's Competitive Negotiation Act".

# 4. Approval of Consultant Contracts

The OCJG shall review and approve in writing all consultant contracts prior to employment of a consultant. Approval shall be based upon the contract's compliance with requirements found in the Office of Justice Programs' *Financial Guide* and in applicable state statutes. The OCJG's approval of the recipient agreement does not constitute approval of consultant contracts.

#### 5. Allowable Costs

Allowance for costs incurred under the subgrant shall be determined according to "General Principles of Allowability and Standards for Selected Cost Items" set forth in the Office of Justice Program's Financial Guide and federal OMB's Circular No. A-87, "Cost Principles for State and Local Governments", or OMB's Circular No. A-21, "Cost Principles for Educational Institutions".

All procedures employed in the use of federal funds to procure services, supplies or equipment, shall be according to U.S. OMB's Common Rule for State and Local

Governments, or OMB Circular No. A-110 or A-102 as applicable and Florida Law to be eligible for reimbursement.

# 6. Delegation of Signature Authority

When a chief officer or elected official of a subgrant recipient designates some other staff person signature authority for him/her, the chief officer or elected official must submit to the OCJG a letter or resolution indicating the staff person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority.

# 7. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrantee or Implementing Agency, Project Director, or Contact Person, the OCJG must be notified in writing with documentation to include appropriate signatures.

#### 8. Travel and Training

- A. All travel reimbursement for out-of-state or out-of-grant-specified work area shall be based upon written approval of the OCJG prior to commencement of actual travel. Recipients shall obtain written approval from the OCJG for reimbursement of training costs and related travel prior to commencement of training, if the specific training was not listed in the approved budget.
- **B.** The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, F.S.
- **C.** All bills for any travel expenses shall be submitted according to provisions in Section 112.061, F.S.

# 9. Written Approval of Changes in this Approved Agreement

Recipients must request in writing any significant changes to the agreement and receive approval from OCJG. These include, but are not limited to: Changes in project activities, designs or research plans set forth in the approved agreement;

- **A.** Budget deviations that do *not* meet the following criterion. That is, a recipient may transfer funds between budget categories as long as the total amount of transfer does *not* exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget line item; or,
- **B.** Transfers of funds above the ten (10) percent cap shall be made only if the Department approves a revised budget.
- C. Under no circumstances can transfers of funds increase the total budgeted award. Transfers do not allow for increasing the quantitative number of items documented in any approved budget line item. (For example, equipment items in

Operating Capital Outlay or Expense categories or staff positions in the Salaries and Benefits category.)

# 10. Reimbursement Subject to Available Funds

The obligation of the State of Florida to reimburse recipients for incurred costs is subject to the availability of federal funds authorized under the Residential Substance Abuse Treatment for State Prisoners Formula Grant Program.

## 11. Procedures for Reimbursement Request

All requests for reimbursement of recipient costs shall be submitted on the form prescribed and provided by the Department. A recipient shall submit reimbursement requests on a monthly or quarterly basis, as specified in Section G, Item 1b of this agreement, in order to report project costs incurred during the specified reporting period.

All requests for reimbursement shall be submitted in sufficient detail for proper preaudit and post-audit.

## 12. Advance Funding

Advance funding is authorized up to twenty-five (25) percent of the federal award for each project according to Section 216.181(15)(b), F.S. and the Office of Justice Programs' *Financial Guide*. Advance funding shall be provided to a recipient upon a written request to the Department justifying the need for such funds. **This request, including the justification, shall be enclosed with the subgrant application.** 

# 13. Commencement of Project

If a project has not begun within sixty (60) days after acceptance of the subgrant award, the recipient shall send a letter to the OCJG requesting approval of a new project starting date. The letter must outline steps to initiate the project, explain reasons for delay, and specify an anticipated project starting date.

If a project has not begun within ninety (90) days after acceptance of the subgrant award, the recipient shall send another letter to the OCJG, again explaining reasons for delay and requesting approval of a revised project starting date.

Upon receipt of the ninety (90) day letter, the OCJG shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other projects approved by the Department. If warranted by extenuating circumstances, the Department may extend the starting date of the project beyond the ninety (90) day period, but only by execution of a formal written amendment to this agreement.

# 14. Extension of a Contract for Contractual Services

Extension of a contract for contractual services between the recipient and a

contractor (which includes all project budget categories) shall be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in the initial contract. Only one extension of the contract shall be acceptable, unless failure to complete the contract is due to events beyond the control of the contractor.

## 15. Excusable Delays

Except with respect to defaults of consultants, the recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the recipient. Such causes include but are not limited to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform shall be beyond the control and without the fault or negligence of the recipient.

If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of recipient and consultant, and without fault or negligence of either of them, the recipient shall not be deemed in default, unless:

- **A.** Supplies or services to be furnished by the consultant were obtainable from other sources,
- **B.** The Department ordered the recipient in writing to procure such supplies or services from other sources, and
- C. The recipient failed to reasonably comply with such order.

Upon request of the recipient, the OCJG shall ascertain the facts and the extent of such failure, and if the OCJG determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

## 16. Obligation of Recipient Funds

Recipient funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the grant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the recipient's project are eligible for reimbursement. A cost is incurred when the recipient's employee or consultant performs required services, or when the recipient receives goods, notwithstanding the date of order.

# 17. Program Income (also known as Project Generated Income)

The term "program income" or "project generated income" *means* the gross income earned by the recipient during the subgrant period, as a direct result of the subgrant award. Program income shall be handled according to the Office of Justice

Programs' Financial Guide and the U.S. Department of Justice's Common Rule for State and Local Governments.

The recipient shall submit Project Generated Income Reports in accordance with Section G, Paragraph 1.b.

#### 18. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the recipient, the recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination or suspension of the agreement in whole or in part. In such event, the Department shall notify the recipient of its decision *thirty (30) days* in advance of the effective date of such sanction. The recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

#### 19. Retention of Records

The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the project completion as provided by the Florida Department of State, General Schedule for Local Government GS1-L, and be available for audit and public disclosure upon request of duly authorized persons.

#### 20. Access To Records

The Florida Department of Law Enforcement, Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient, Implementing Agency and contractors for the purpose of audit and examination according to the Office of Justice Program's *Financial Guide*.

The Department reserves the right to unilaterally terminate this agreement if the recipient, Implementing Agency or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

#### 21. Audit

A. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB's Circular A-133 and other applicable federal law. The contract for this agreement shall be identified with the subject audit in The Schedule of Federal Financial Assistance. The contract shall be identified as federal funds passed-through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit which meets the requirements of Chapters 11.45 and 215.97, Florida Statutes; and, Chapters 10.550 and 10.600, Rules of the Florida Auditor General.

- **B.** A complete audit report which covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to *all* findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned to the subgrant recipient.
- C. The subgrant recipient shall have all audits completed by an independent public accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- **D.** The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- **E.** Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of *OMB Circular A-133* for that fiscal year. In this case, written notification shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to OCJG no later than March 1 following the end of the fiscal year.
- **F.** If this agreement is closed out without an audit, the Department reserves the right to recover any *disallowed costs* identified in an audit completed after such closeout.
- **G.** The completed audit reports should be sent to the following address:

Florida Department of Law Enforcement Office of Criminal Justice Grants 2331 Phillips Road Tallahassee, Florida 32308

#### 22. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Program's *Financial Guide* and the federal OMB *Circular A-110 or A-102*, as applicable.

#### 23. Property Accountability

The recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or request Department disposition.

The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased

pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs' *Financial Guide* and the federal OMB *Circular A-110 or A-102, as applicable.* This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

## 24. Disputes and Appeals

The Department shall make its decision in writing when responding to any disputes, disagreements or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision.

If the recipient appeals the Department's decision, it also shall be made in writing within twenty-one (21) calendar days to the Department's agency clerk. The recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Chapters 28-5 and 9-5, F.A.C. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

## 25. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Bureau, of the U.S. Department of Justice's Bureau of Justice Assistance or both have the privilege of visiting the project site to monitor, inspect and assess work performed under this agreement.

# 26. Publication or Printing of Reports

The recipient shall submit one copy of all reports and proposed publications resulting from the agreement twenty (20) days prior to public release. Any publications (written, visual, or sound), whether published at the recipient's or government's expense, shall contain the following statement: (NOTE: This excludes press releases, newsletters, and issue analysis.)

"This project was supported by Grant No. 2001-RT-BX-0044 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position of policies of the U.S. Department of Justice."

# 27. Equal Employment Opportunity (EEO)

All recipients are required to comply with statutes that govern programs or activities funded by the Office of Justice Programs (OJP) (Section 809(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d, which prohibit such discrimination, as follows:

No person in any State shall on the grounds of race, color, religion, national origin, sex [or disability]\* be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available under this title.

\*Section 504 of the Rehabilitation Act of 1973 prohibits identical discrimination on the basis of disability.

The recipient acknowledges, by completing and signing the attached EEO Certification Letter (Appendices I), that failure to submit an acceptable Equal Employment Opportunity Plan approved by the Office for Civil Rights (if recipient is required to submit one pursuant to 28 CFR 42.302), is a violation of its certified assurances and may result in suspension of funding obligation authority. Submission of this certification letter is a prerequisite to entering into this agreement. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have 120 days after the date of this agreement to comply with the Act or face loss of federal funds subject to the sanctions in the Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and CFR Section 42.207 Compliance Information; Title VI of the Civil Rights Act of 1964, as amended; and Department of Justice regulation 28 CFR Part 42, Subparts C. D. E; Reference Title II of the Americans with Disabilities Act and Department of Justice regulation 28 CFR Part 42, Part 35; and Title IX of Education Amendments of 1972 and Department of Justice Regulation 28 CFR Part 54.)

If any court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, gender, disability or age against a recipient of funds, the recipient must agree to forward a copy of the findings to the OJP Office for Civil Rights.

The subgrantee will comply and assure the compliance of all contractors, with the non-discrimination requirements of the Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulation, 28 CFR Part 42, Subparts C,D,E and G; and Department of Justice regulation on disability discrimination, 28 CFR Parts 35 and 39.

#### 28. Payment Contingent on Appropriation

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature.

# 29. Certifications Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment

and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for in-fluencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in con-nection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this cer-tification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.
- 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not

within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
- 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS).

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about
- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

If a state agency, the recipient agrees to comply with Section 319 of Public Law 101-121 set forth in "New Restrictions on Lobbying; Interim Final Rule," published in the February 26, 1990, Federal Register. Each person shall file the most current edition of this Certification And Disclosure Form, if applicable, with each submission that initiates agency consideration of such person for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- **B.** If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.
- **C.** The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all recipients shall certify and disclose accordingly.

# 30. State Restrictions on Lobbying

In addition to the provisions contained herein, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

#### 31. Project Closeout

Project funds which have been properly obligated by the end of the subgrant funding period will have forty-five 45) days in which to be liquidated (expended). Any funds not liquidated at the end of the 45-day period will lapse and revert to the Department. A subgrant-funded project will not be closed out until the recipient has satisfied all closeout requirements in one final subgrant closeout package.

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Florida Department of Law Enforcement", and mailed directly to the Department at the following address:

Florida Department of Law Enforcement Office of Criminal Justice Grants 2331 Phillips Road Tallahassee, FL 32308

# 32. Background Check

It is strongly recommended that all programs targeting juveniles, implemented by other than a sworn law enforcement officer or program licensed by the Department of Children and Family Services, conduct background checks on all personnel providing direct services.

# 33. Purchase of American-Made Equipment and Products

To the greatest extent practicable, all equipment and products purchased with program funds should be American-made.

# 34. Eligibility for Employment in the United States

The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324A(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

## 35. National Environmental Policy Act (NEPA)

A. The subgrantee agrees to assist FDLE in complying with the NEPA and other

related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds,

- (1) New construction;
- (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
- (4) Implementation of a new program in volving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
- **B.** For any of a subgrantee's existing programs or activities that will be funded by these subgrant, the subgrantee, upon specific request from the Department and the Bureau of Justice Assistance (BJA), agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

# 36 Assurance of Political Activities Limitations

The subgrantee assures that it will comply with provisions of Federal law which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or part by Federal grants (5USC 1501, et seq.)

# 37. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrantee assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the FDLE of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

# 38. Flood Disaster Protection Act

The subgrantee will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

#### 39. National Historic Preservation Act

The subgrantee will assist the FDLE in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive

Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the FDLE of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

#### 40. The Coastal Barrier Resources Act

The subgrantee will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibit the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

## 41. "Pay to Stay"

The subrecipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. The subrecipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.

## 42. If a Governmental Entity:

it will comply with the requirements of the Uniform Relocation Assistance and Real property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

# Application for Funding Assistance

Florida Department of Law Enforcement Residential Substance Abuse Treatment

Insert Certifications and Authorizations here.

# Residential Substance Abuse Treatment Program Florida Department of Law Enforcement

# EEO Certification Letter – Subgrant Recipient

Mr. Clayton H. Wilder Community Program Administrator Office of Criminal Justice Grants Florida Department of Law Enforcement 2331 Phillips Road Tallahassee, Florida 32308

Re: Compliance with Equal Employment Opportunity (EEO) Program Requirements -- Subgrant Recipient

Dear Mr. Wilder:

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, I have read the Act criteria set forth in the <u>Subgrant Application Package and Instructions</u>. I understand that if the subgrant recipient meets these criterion, it must formulate, implement and maintain a written EEO Program relating to employment practices affecting minority persons and women. I also affirm that the subgrant recipient (Initial one of the following):

XX Does meet Act Criteria and does have a current EEO Program Plan.

\_\_\_\_ Does meet Act Criteria and does not have a current EEO Program Plan.

Does not meet Act Criteria.
I further affirm that if the recipient meets the Act criteria and does not have a current written EEO Program, federal law requires it to formulate, implement, and maintain such a program within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.
Requires signature of authorized official:
Type Name and Title: Charles L. "Sonny" McCoy, Mayor
By: Date: July 25, 2006
Name of Subgrantee Organization: Monroe County Board of County Commissioners
(SEAL) ATTEM EGINN L KOLINGE CLEEK
Section #7 EEO Certifications Page 2 of 3

# Residential Substance Abuse Treatment Program Florida Department of Law Enforcement

# **EEO Certification Letter - Implementing Agency**

Mr. Clayton H. Wilder
Community Program Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Re: Compliance with Equal Employment Opportunity (EEO)
Program Requirements -- Implementing Agency

Dear Mr. Wilder:

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, I have read the ACT criteria set forth in the <u>Subgrant Application Package and Instructions</u>. I understand that if the Implementing Agency meets these criterion, it must participate in the subgrant recipient's EEO Program or formulate, implement and maintain its own written EEO Program relating to employment practices affecting minority persons and women. I also affirm that the Implementing Agency (Initial one of the following):

$rac{XX}{X}$ Does meet Act Criteria and does have a current EEO Program Plan.
Does meet Act Criteria and does not have a current EEO Program Plan.
Does not meet Act Criteria.
I further affirm that if the implementing agency meets the Act criteria and does not participate in the subgrant recipient's EEO Program or does not have its own written EEO Program, federal law requires it to participate in such a program or formulate, implement, and maintain its own program within 120 days after a subgrant application is approved or face loss of federal funds.
Requires signature of authorized official:
Type Name and Title: Charles L. "Sonny" McCoy, Mayor
By: Date: July 25, 2006
Name of Implementing Agency: Monroe County Board of County Commissioner
reasonati I

ction #7 EEO Certifications Page 3 of 3

# **Application for Funding Assistance**

Florida Department of Law Enforcement Residential Substance Abuse Treatment

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not	
State of Florida Department of Law Enforcement Office of Criminal Justice Grants	
Signature: Oaylon H. Wildw	
Typed Name and Clayton H. Wilder, Administrator	
Date8-3-06	
Subgrant Recipient Authorizing Official of Governmental Unit (Commission Chairman, Mayor, or Designated Representative)	).
Typed Name of Subgrant Monroe County Board of County Commissioners  Signature:  Typed Name and Charles L. "Sonny" McCoy, Mayor	
DateJuly 25, 2006	3
Implementing Agency Official, Administrator or Designated Representative	7
Typed Name of Implementing  Monroe County Board of County Commissioners  Signature:  Typed Name and  Charles L. Sonny' McCoy, Mayor  Date  July 25, 2006	

